

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

08 C 1132

KIMBERLY ZAWACKI,)	
)	
Plaintiff,)	Case No.
)	
vs.)	Judge
)	
SUBWAY #22207,)	Magistrate Judge
)	
Defendant.)	
)	

COMPLAINT

Plaintiff Kimberly Zawacki, by and through her attorney, respectfully represents as follows:

INTRODUCTION

1. In this action, Plaintiff seeks redress for the Defendant's violation of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.* as set forth herein. Plaintiff seeks statutory damages, punitive damages, costs and attorney fees pursuant to 15 U.S.C. § 1681n.

JURISDICTION AND VENUE

2. Federal question jurisdiction arises under the FCRA, 15 U.S.C. § 1681 *et seq.*

3. Venue is proper in the Northern District of Illinois pursuant to section 1681p of the FCRA and 28 U.S.C. § 1391.

FILED
FEBRUARY 25, 2008
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

JUDGE KENNELLY
MAGISTRATE JUDGE NOLAN

PARTIES

4. Plaintiff, Kimberly Zawacki, is a natural person, a resident of Villa Park, Illinois and a "consumer" as defined by section 1681a(c) of the FCRA.

5. Defendant Subway #22207 ("Subway") is a restaurant located at 114 E. Wing Street, Arlington Heights, Illinois and is subject to the jurisdiction of this court.

STATUTORY STRUCTURE

6. Any person who willfully fails to comply with any requirement imposed under the FCRA with respect to any consumer is liable to that consumer in an amount equal to the sum of any actual damages sustained by the consumer as a result of the failure or damages of not less than \$100 and not more than \$1,000; such amount of punitive damages as the court may allow; and the costs of the action together with reasonable attorney's fees. 15 U.S.C. § 1681n.

FACTS

7. On October 9, 2007, Plaintiff used her credit card to make a purchase from Subway and received an electronically printed receipt (attached hereto as Exhibit A).

8. Exhibit A includes the expiration date of the credit card used by the Plaintiff to make her purchase.

CAUSE OF ACTION

Willful Failure to Comply with the FCRA

9. The Fair and Accurate Credit Transactions Act of 2003 (FACTA) amended the FCRA to prohibit any person that accepts credit or debit cards for the transaction of business from printing more than the last 5 digits of the card number or the

expiration date upon any receipt provided to the cardholder at the point of sale or transaction. 15 U.S.C. § 1681c(g)(1).

10. In enacting this provision, Congress phased-in compliance for all merchants over three years. FACTA required full compliance with this provision no later than December 4, 2006.

11. On information and belief, Subway is a person that accepts credit and debit cards for the transaction of business.

12. On information and belief, Subway knew or should have known of the requirements of Section 1681c(g)(1) with respect to the printing of the expiration date of a credit or debit card on any receipt provided to a consumer at the point of sale or transaction, having been informed of those requirements by credit card companies with which it does business.

13. On information and belief, the truncation requirements were widely publicized among retailers and the public at large well in advance of the subsection's effective date.

14. Subway willfully failed to comply with the FCRA by including the expiration date of the Plaintiff's credit card on the receipt it provided to her.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment against Defendant, including where appropriate:

- (A) Statutory damages;
- (B) Punitive damages;
- (C) Attorney's fees and costs incurred in this action; and
- (D) Any other relief the Court deems just and appropriate.

DATED: February 25, 2008

Respectfully submitted,

s/ Alex Hageli

Alex Hageli

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